

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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MICHELLE CAICEDO SOTO,
*on her own behalf and on behalf of others similarly
situated*

Plaintiff,
v.

MISS LASER INC. d/b/a Miss Laser;
FRIDA KOYUNOV,
EMANUEL ARABOV, and
JOSEF YUNAEV

Defendants.

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Case No: 1:19-cv-4745 (HG) (MMH)

**DEFENDANTS' OFFER
OF JUDGMENT TO PLAINTIFF
PURSUANT TO RULE 68 OF THE
FEDERAL RULES OF CIVIL
PROCEDURE**

To: John Troy, Esq.
Tiffany Troy, Esq.
Troy Law, PLLC
4125 Kissena Boulevard, Suite 103
Flushing, NY 11355-3101
johnstroy@troypllc.com

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants MISS LASER INC. d/b/a Miss Laser; FRIDA KOYUNOV, EMANUEL ARABOV, and JOSEF YUNAEV, hereby offer to allow entry of judgment in this action in favor of Plaintiff MICHELLE CAICEDO SOTO the sum of **Seventy-Two Thousand Five Hundred Dollars (\$72,500.00)** including attorneys' fees, expenses, and costs to the date of this offer. This offer is unconditional, and is made to fully and finally resolve all of Plaintiff's claims for relief.

The breakdown of the allocation is as follows:

- "Michelle Soto" in the amount of **Forty Thousand Dollars (\$40,000.00)**, representing \$25,000.00 in unpaid wages, unpaid overtime wages, and statutory damages under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, the New York Labor Law, and Part 142 of Title 12 of the New York Codes, Rules and Regulations; \$5,000 in out-of-pocket costs defending the state-law action, namely Miss Laser, Inc. v. Michelle Caicedo Soto, bearing Index No.: 713756/2020 in the Supreme Court of the State of New York, Queens County, and \$10,000 in damages related to her potential retaliation claim resulting from the filing of the state action, and

- **“Troy Law”** in the amount of **Thirty Two Thousand Five Hundred Dollars (\$32,500)**, representing attorneys’ fees and costs.

Defendants shall make payments toward the Judgment Amount according to the following installment schedule:

Installment 1. Twenty Five Thousand dollars (\$25,000.00) by bank or certified check to TROY LAW, PLLC, 41-25 Kissena Blvd, Suite 110, Flushing, NY 11355:

- Installment 1 shall be paid within thirty (30) days of entry of judgment.

Installment 2. Twenty Five Thousand dollars (\$25,000.00) by bank or certified check to TROY LAW, PLLC, 41-25 Kissena Blvd, Suite 110, Flushing, NY 11355:

- Installment 2 shall be paid within ninety (90) days of the date Installment 1 is paid.

Installment 3. Twenty Two Thousand Five Hundred dollars (\$22,500.00) by bank or certified check to TROY LAW, PLLC, 41-25 Kissena Blvd, Suite 110, Flushing, NY 11355:

- Installment 3 shall be paid within sixty (60) days of the date Installment 2 is paid.

If Defendants fail to pay any of the above installments, post-judgment interest shall accrue pursuant to 28 U.S.C. § 1961 from the date of entry of judgment. If Defendants fail to pay any of the above installments, the whole unpaid Judgment Amount, plus fifteen percent (15%) pursuant to N.Y. Lab. L. § 198(4), shall immediately come due and Plaintiff shall have the right to seek payment the unpaid Judgment Amount, plus fifteen percent (15%), plus post-judgment interest, in any court of competent jurisdiction.

In addition, Defendants shall be liable for all reasonable attorneys’ fees, costs, or disbursements incurred by Plaintiff in such an enforcement action.

This judgment shall be in full satisfaction of all federal and state law claims or rights that Plaintiff of the above caption may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants.

Acceptance of this offer of judgment will act to release and forever discharge Defendants of the above caption and all of their related and/or affiliated companies, and their employees, agents, shareholders, attorneys, officers, directors, predecessors, successors, assigned subsidiaries, and fiduciaries, or any other person or company or entity, from any actions, causes of action, claims or liabilities of any kind which have been asserted against them arising out of or related to those matters that are the subject of the above-referenced lawsuit, the Fair Labor Standards Act and the New York Labor Law.

Dated: Lake Success, New York
May 16, 2023


/s/ Emanuel Kataev, Esq.

Emanuel Kataev, Esq.
MILMAN LABUDA LAW GROUP PLLC